



MSL UK LTD

Partnership Terms & Agreement

MSL UK LTD offers e-commerce brands third-party logistics and hyperlocal logistics. MSL UK LTD connects to your digital infrastructure, store your products, process orders, pick, pack, ship (nationally and internationally), and deliver in any 30-minute window, 24 hours a day, seven days a week, within our catchment area.

BACKGROUND

Service Description: MSL shall provide a comprehensive service plugin for seamless integration into Client's e-commerce store, facilitating efficient checkout processes. MSL's services include but are not limited to 24/7 storage, order fulfilment encompassing pick & pack operations tailored to specific brand requirements, on-demand hyperlocal deliveries, as well as third-party logistics encompassing nationwide and international shipping. MSL shall also undertake the management of client service, returns collection, reprocessing, and redistribution in accordance with the Agreement ("Services").

Access to E-commerce Store: Client agrees to grant MSL the necessary access to their e-commerce store, enabling MSL to effectively provide the Services outlined in the Agreement.

1. INTERPRETATION

1.1 Clause, schedules, and paragraph headings: The headings of clauses, schedules, and paragraphs in this agreement are for convenience and reference only and shall not affect the interpretation or construction of this agreement.

1.2 Definitions: The term "person" used herein shall include a natural person, corporate entity, or unincorporated body, whether or not having separate legal personality.

1.3 Incorporation of Schedules: The schedules attached to this agreement shall be deemed an integral part of this agreement and shall have full force and effect as if set out in the main body of this agreement. Any reference to this agreement shall include the schedules.

1.4 Number and Gender: Unless the context otherwise requires, words in the singular shall include the plural, and words in the plural shall include the singular.

1.5 Gender Inclusivity: Unless the context otherwise requires, references to a specific gender shall include all other genders.

1.6 References to Legislation: References to legislation or legislative provisions within this agreement shall include any amendments, extensions, or re-enactments of such legislation or provisions from time to time.

1.7 Written Communications: References to "writing" or "written" within this agreement shall include communication via email but shall exclude fax communication. These provisions are included for the purpose of clarity and shall be considered an integral part of this agreement.

2. COMMENCEMENT AND DURATION

2.1 Commencement and Initial Term: This agreement shall come into effect on the Commencement Date and shall remain in force for an initial period of 12 months, unless earlier terminated.

2.2 Automatic Renewal: Upon the expiration of the initial Term specified in clause 2.1, this agreement shall automatically renew for subsequent periods of 12 months each, unless the Client provides MSL UK LTD with written notice of termination at least 2 months prior to the expiration of the initial Term.

3. SERVICES

3.1 Provision of Services: MSL UK LTD shall diligently provide the Services to the Client or any designated member of the Client's company group (referred to as "Authorised Service Recipient") in accordance with the terms and conditions of this agreement. The provision of Services is subject to the Client's timely payment of the Charges as specified herein.

3.2 Order Delivery: MSL UK LTD shall ensure the timely delivery of Client Orders placed through the Client's e-commerce store to the respective end clients ("Clients") within the territory of the United Kingdom, unless otherwise agreed between the Parties as per the terms outlined in Schedule 3.

3.3 Accepted Goods: MSL UK LTD shall exclusively accept delivery of Goods as specified in Schedule 1. The types of Goods may be subject to periodic variations mutually agreed upon by the Parties.

3.4 Non-Common Carrier: MSL UK LTD acknowledges that it does not operate as a common carrier and shall not be deemed as such under this agreement.

4. MSL UK LTD's GENERAL OBLIGATIONS

In providing the Services, MSL UK LTD shall:

4.1 Service Specification: Provide the Services in strict accordance with the services specification as set out in Schedule 2 (Service Specification).

4.2 Care and Skill: Execute the Services with a high level of care, skill, and diligence, in line with industry best practices.

4.3 Co-operation and Information: Furnish reasonable co-operation and necessary information to the Client, as reasonably required, to facilitate the creation and maintenance of any interfaces essential for the Client's operations.

4.4 Responsibility for Goods: Assume responsibility for the Goods from the moment of unloading at the Facility until the unloading process is completed upon delivery.

4.5 Security of Goods: Ensure that no unauthorized third party shall have access to the Goods while under the custody or control of MSL UK LTD.

4.6 Traceability of Goods: Maintain comprehensive traceability of all Goods while they are within the custody or control of MSL UK LTD.

4.7 Compliance with Consents: Obtain, maintain, and adhere to all necessary consents and permissions required for the proper provision of the Services.

4.8 Resource Allocation: Allocate adequate resources to ensure the provision of the Services in accordance with the terms and conditions of this agreement.

4.9 Staff Training and Supervision: Ensure that all personnel engaged in the provision of the Services are appropriately trained and subject to suitable supervision.

4.10 Appointed Manager: Designate a competent manager for overseeing the provision of the Services. This individual shall possess the authority to contractually bind MSL UK LTD regarding matters related to the Services.

4.11 Health, Safety, and Security: Communicate to the Client any relevant health, safety, and security requirements applicable at the Facility, if reasonably requested.

4.12 Change of Control: Promptly notify the Client in writing of any change of control, as defined by section 1124 of the Corporation Tax Act 2010, within MSL UK LTD.

MSL UK LTD shall not be liable for any delay or damage done to the package by the delivery company.

MSL UK LTD with all other relevant information concerning the Goods that is necessary for MSL UK LTD to comply with the Applicable Laws governing the storage and handling of the Goods in England & Wales.

(b) Proper Packing: Ensure that the Goods are securely and appropriately packed, adhering to all Applicable Laws, and in a condition that prevents damage or injury to MSL UK LTD, its employees, agents, representatives, the Facility, or any other property stored at the Facility.

(c) Exclusion of Dangerous Goods: Guarantee that none of the Goods fall under the definition of waste according to section 75 of the Environmental Protection Act 1990 (Waste) or qualify as goods that are or may become poisonous, corrosive, flammable, volatile, explosive, or radioactive (Dangerous Goods).

5.2 Appointment of Manager: The Customer shall designate a qualified manager responsible for overseeing matters related to the Services. This individual shall possess the authority to legally bind the Customer in contractual matters concerning the Services.

5.3 Liability for Authorised Service Recipient: The Customer shall be held liable for the actions and omissions of each Authorised Service Recipient as if they were the actions and omissions of the Customer.

5.4 Inventory Management: Ensure that Client Orders placed with MSL UK LTD do not exceed the available inventory at the Facility.

5.5 Customer Obligations:

(a) Cooperation: Cooperate with MSL UK LTD to a reasonable extent in all matters relating to the Services.

(b) Engagement with Authorities: Collaborate with all relevant authorities on matters relating to the Services.

(c) Documents, Information, and Access: Provide all necessary documents, information, or access as reasonably requested by MSL UK LTD within a reasonable time frame to enable the provision of the Services in accordance with this agreement.

(d) Special Precautions: Furnish details of any specific precautions required for the storage, handling, or transportation of the Goods, as dictated by the nature, weight, condition of the Goods, or any Applicable Laws.

(e) Compliance with Applicable Laws: Act at all times in compliance with the Applicable Laws while engaging in the Services.

(f) Change of Control Notification: Promptly notify MSL UK LTD in writing of any change in Control of the Customer as soon as practicable.

6. MSL UK LTD's WARRANTY

6.1 Facility Usage Warranty: MSL UK LTD provides an ongoing warranty that it possesses the right to utilise the Facility for the purpose of storing the Goods. This warranty assures the Customer that MSL UK LTD has the necessary permissions and legal rights to operate and utilize the Facility in accordance with the terms of this agreement.

7. CUSTOMER'S WARRANTIES

7.1 Customer's Ongoing Warranties: The Customer provides the following ongoing warranties:

(a) Material Information: The Customer warrants that it has supplied MSL UK LTD with all relevant and necessary information pertaining to its requirements for the Services. This information has been reasonably requested by MSL UK LTD to ensure effective provision of the Services.

(b) Ownership or Authorization: The Customer warrants that it is either the owner of the Goods or has obtained proper authorisation from the owner to store the Goods at the Facility in accordance with the terms of this agreement. Furthermore, there are no existing restrictions on the Customer's right to store the Goods at the Facility as per the terms of this agreement.

(c) Goods Compliance: The Customer warrants that the Goods to be stored at the Facility fall within the types specified in Schedule 1. Any variations to the types of Goods shall be agreed upon by both parties.

(d) Exclusion of Waste and Dangerous Goods: The Customer warrants that none of the Goods to be stored at the Facility constitute waste as defined in section 75 of the Environmental Protection Act 1990, and that they do not qualify as Dangerous Goods.

(e) Accurate Descriptions and Particulars: The Customer shall provide comprehensive and accurate descriptions, particulars, weights, and measurements of all deliveries of Goods to ensure proper handling and storage.

8. DELIVERY TO MSL UK LTD

8.1 Delivery of Goods: The Customer shall be responsible for delivering the Goods to the Facility in containers that are securely packed and appropriately labelled, complying with all Applicable Laws. The condition of the Goods and their packaging should not pose any risk of damage or injury to MSL UK LTD's personnel, subcontractors, visitors to the Facility, or any property or other goods stored at the Facility.

8.2 Contents Note: The Customer shall provide MSL UK LTD with a detailed note specifying the contents of each container, including accurate descriptions, particulars, weights, and measurements of the Goods stored within.

8.3 Unloading Responsibility: MSL UK LTD shall be responsible for unloading the Goods upon their arrival at the Facility. MSL UK LTD will bear liability for any loss or damage that occurs during the unloading process. However, MSL UK LTD shall not be held liable for any loss or damage resulting from negligent acts of the Customer, its employees, or agents who assist with unloading or fail to securely pack the Goods or containers.

8.4 Visual Inspection: MSL UK LTD shall promptly conduct a visual inspection of the delivered Goods upon their arrival at the Facility.

8.5 Confirmation and Reporting: MSL UK LTD shall, without undue delay following the delivery of the Goods to the Facility, provide written confirmation to the Customer regarding the receipt of the delivered Goods. Additionally, MSL UK LTD shall promptly report to the Customer any defective or missing items discovered during the inspection.

8.6 Defective or Out-of-Date Items: In the event that defective or out-of-date items are reported in accordance with the above clause, MSL UK LTD, at the Customer's written direction and expense, shall undertake one of the following actions:

(a) Destroy the items;

(b) Return the items to the Customer;

(c) Continue storing the items separately from the rest of the stock at the Facility until inspection by an authorised representative of the Customer.

Note: MSL UK LTD shall not be held liable for perishable Goods that exceed their expiry dates.

9. STORAGE

9.1 Obligations of MSL UK LTD:

(a) Facility Maintenance: MSL UK LTD shall maintain the Facility in a manner that ensures its suitability for storing the Goods in accordance with the Service Specification.

(b) Protection of Goods: MSL UK LTD shall store the Goods at the Facility in a manner that safeguards them from damage or deterioration.

(c) Good Condition and Usage: MSL UK LTD shall keep and maintain the Goods in good condition, unless otherwise specified in this agreement. MSL UK LTD shall not dispose of or utilize the Goods except as instructed or authorized by the Customer.

(d) Separate Storage: MSL UK LTD shall store the Goods separately from all other goods under its possession, ensuring their clear identification as the property of the Customer.

(e) Preservation of Identifying Marks: MSL UK LTD shall not remove, deface, or obscure any identifying mark or packaging associated with the Goods.

9.2 Discretion in Storage Method: MSL UK LTD may utilise any storage method it deems appropriate, exercising absolute discretion in this regard.

9.3 Customer's Direction and Return of Goods: The Goods shall remain under the direction of the Customer. MSL UK LTD shall, at the Customer's expense, promptly return any Goods upon the Customer's demand, provided that all Charges owed by the Customer to MSL UK LTD have been paid.

9.4 Disposal of Dangerous Goods: MSL UK LTD reserves the right to destroy or dispose of any Goods, at the Customer's expense, that MSL UK LTD reasonably considers to be Dangerous Goods. In non-emergency situations, MSL UK LTD shall not exercise this right without first providing the Customer with a reasonable opportunity to inspect the relevant Goods and, if desired by the Customer, remove them.

10. FACILITY

10.1 Provision of Facility: MSL UK LTD shall make available the Facility as described in Schedule 2, which outlines the specific details and specifications of the Facility.

10.2 Restriction on Storage Location: MSL UK LTD shall not store the Goods anywhere other than its designated Facility without obtaining prior written consent from the Customer. However, MSL UK LTD may relocate the Goods within the same or similar Facility within its possession.

10.3 Access to Facility: The Customer, the Authorised Service Recipients, and their respective employees, agents, and representatives shall have access to the Facility during business hours. This access is granted for the purposes of delivering, inspecting, and removing any Goods that are not subject to MSL UK LTD's lien as specified in clause 17.3.

10.4 Customer's Obligations during Facility Visits: The Customer shall ensure that its employees, agents, and representatives (including those of the Authorised Service Recipients) adhere to the following guidelines when visiting the Facility:

(a) Cooperation: Cooperate to the extent reasonably necessary with the employees of MSL UK LTD.

(b) Avoid Disruption: Act in a manner that avoids causing unreasonable or unnecessary disruption to the routine and procedures of MSL UK LTD.

(c) Compliance: Comply with all rules and instructions issued by MSL UK LTD from time to time concerning the use and security of the Facility.

10.5 Provision of Security Information: Upon request, MSL UK LTD shall promptly provide the Customer with information regarding the security systems implemented at each Facility. This information will help the Customer understand the security measures in place to protect the Goods stored at the Facility.

11. REMOVAL OF GOODS

11.1 Removal of Goods by Customer: The Customer, its agents, or representatives are responsible for removing some or all of the Goods from the custody or control of MSL UK LTD on a mutually agreed-upon date. If no specific agreement exists:

(a) Removal during Business Hours: The Customer, its agents, or representatives may remove some or all of the Goods during business hours by providing MSL UK LTD with a written notice at least 7 days in advance.

(b) Removal of Perishable Goods: MSL UK LTD may, at any time, request the Customer to remove perishable Goods within 3 days by issuing a written notice.

11.2 Failure to Remove Goods: If the Customer fails to remove the Goods as required, MSL UK LTD is entitled to sell or dispose of all or some of the Goods that have not been removed within the 3-day period. MSL UK LTD will act as the Customer's agent in the sale or disposal, at the expense and risk of the Customer. After deducting any amounts owed to MSL UK LTD by the Customer and the expenses incurred for the sale or disposal, MSL UK LTD will remit the proceeds of the sale or disposal to the Customer. MSL UK LTD will not be held liable for the price obtained for the sale or disposal of the Goods.

11.3 Removal or Destruction of Dangerous Goods: MSL UK LTD may, at the expense of the Customer, remove or, if deemed appropriate, destroy any Goods that it reasonably considers to be or have become Dangerous Goods. Except in cases of emergency, MSL UK LTD will give the Customer a reasonable opportunity to inspect the Goods in question and, if desired by the Customer, to remove them before exercising its right to remove or destroy them.

12. DELIVERY INSTRUCTIONS

12.1 Submission of Delivery Instructions: The Customer shall electronically issue delivery instructions to MSL UK LTD upon accepting a Client Order through their e-commerce store. The instructions, known as Delivery Instructions, must be submitted using the standard methods prescribed by MSL UK LTD. The Delivery Instructions should include relevant delivery information such as the recipient's name, delivery address, quantity of Goods, size and dimensions of the Goods and/or packaging, and any other shipping-related information reasonably requested by MSL UK LTD, if applicable.

12.2 Delivery Execution: MSL UK LTD will carry out the delivery of each Client Order in accordance with the specific Delivery Instruction provided.

12.3 Picking of Goods: MSL UK LTD will select the Goods for dispatch to the Customer's client from the available stock, following the guidelines outlined in the Service Specification.

12.4 Packing of Client Orders: MSL UK LTD will appropriately pack each Client Order, ensuring neatness and including any associated advertising, sampling material, and printed materials as specified. The packing process will comply with Applicable Laws.

12.5 Packaging Responsibility: MSL UK LTD will be responsible for providing packaging for each Client Order only when the customer is not using its own packaging. The packaging provided by MSL UK LTD will be, to the extent

reasonably possible, environmentally friendly, clean, and in good condition. The cost of packaging will be borne by the Customer, and the type of packaging used will be as specified in the Service Specification.

13. CARRIAGE TO THE CLIENT

13.1 Transport and Delivery:

MSL UK LTD will transport the Goods in accordance with the Service Specification and undertake the following obligations:

(a) Secure Packing, Stowing, and Labelling: Each Client Order will be securely packed, stowed, and labelled to ensure the safety and integrity of the Goods during transportation.

(b) Risk Coverage and Protection: MSL UK LTD will take necessary measures to cover and protect the Goods against any risks of loss or damage that may occur during transport. However, MSL UK LTD shall not be liable for any delay or damage done to the package by the delivery company.

(c) Cost-Effective Means: While ensuring compliance with the Service Specification, MSL UK LTD will use the most cost-effective means available to transport each Client Order to its designated delivery point as specified in the Delivery Instruction. This ensures an efficient and economical transportation process.

14. DELIVERY TO CLIENT

14.1 Proof of Delivery: MSL UK LTD will obtain proof of delivery from the Client or an authorized person designated by the Client or its agent for each delivery of a Client Order. This proof of delivery will be made available to the Customer through electronic means.

14.2 Prima Facie Evidence: Receipt of a Client Order by the Client or its appointed agent without complaint will be considered prima facie evidence that the delivery was made in good condition and in accordance with the terms of the agreement.

14.3 Failure to Take Delivery: If the Client or its appointed agent fails to take delivery at the specified delivery point, MSL UK LTD will seek further instructions from the Client to reschedule the delivery. MSL UK LTD may, at its discretion, charge the Client for the cost of retaining and storing the Client Order until further instructions are received and complied with. These charges, including related costs and insurance (if applicable), will be charged at the rate agreed upon in the agreement, unless the failure to take delivery is due to MSL UK LTD's own failure to fulfill its obligations under the agreement.

14.4 Disposal of Undelivered Goods: If MSL UK LTD continues to be unable to deliver the Client Order as instructed and is unable to obtain further instructions from the Client within 7 days, MSL UK LTD has the right, as the agent of the Customer, to sell or dispose of the Goods forming the Client Order, or a part thereof, after providing the Client with a written notice period of not less than 7 days. MSL UK LTD will not be held liable for the price obtained from the sale or disposal of the Goods. The proceeds from such sale or disposal, after deducting all amounts due to MSL UK LTD and the expenses incurred for the sale or disposal, will be remitted to the Customer.

14.5 Perishable Goods: If the Goods forming a Client Order are perishable or liable to deteriorate, MSL UK LTD has the right to sell or dispose of the Goods immediately upon the failure of the Client or its appointed agent to take delivery in accordance with the Client Order. However, MSL UK LTD will take reasonable steps to notify the Customer of its intention to sell or dispose of the Goods before doing so.

14.6 Inventory Limitations: MSL UK LTD will not be considered in breach of the agreement if it is unable to deliver a Client Order placed through the Customer's e-commerce store due to exceeding the available inventory of Goods at the Facility.

15. CHARGES

15.1 Payment Obligations: The Customer is responsible for paying the charges for the Services provided by MSL UK LTD, as specified in Schedule 3 (Charges).

15.2 Liability for Expenses: Even if MSL UK LTD agrees to collect freight, duties, charges, dues, or other expenses in respect of a Client Order from the Client, the Customer remains liable to MSL UK LTD for any such expenses in the event of default by the Client. MSL UK LTD is not obligated to pursue payment from the Client, except for one written request for payment.

15.3 Transfer of Title: If the Customer transfers or agrees to transfer title to any of the Goods while they are in the Facility, the Customer remains responsible for payment of the Charges until the Goods are removed from the Facility.

15.4 VAT: All Charges stated are exclusive of VAT. The Customer is responsible for paying VAT at the applicable rate and in accordance with the laws and regulations.

15.5 Costs payable by the Customer: The Charges exclude certain costs that are payable by the Customer on a monthly basis in advance. These costs include the expenses incurred by MSL UK LTD for procuring services from third parties for the provision of the Services, as specified in Schedule 3 or approved by the Customer in advance.

15.6 Inclusive Costs: The Charges include the cost incurred by MSL UK LTD for all resources, equipment, spare parts, replacement parts, components, and consumables procured from third parties for the provision of the Services, as applicable.

15.7 Annual Increase: MSL UK LTD has the right to increase the Charges annually, starting from each anniversary of the agreement's date. The increase will be based on the percentage increase in the Retail Prices Index over the preceding 12-month period. The first increase will take effect on the first anniversary of the agreement, using the latest available figure for the percentage increase in the Retail Prices Index.

16. COSTS AND EXPENSES

16.1 Cost Allocation: Unless stated otherwise, each party is responsible for bearing its own costs and expenses incurred in fulfilling its obligations under this agreement.

16.2 Facility Maintenance Costs: MSL UK LTD is responsible for covering the costs associated with the maintenance of the Facility.

17. INVOICING AND PAYMENT

17.1 Monthly Invoicing: MSL UK LTD will issue an invoice to the Customer at the end of each month, reflecting the Services performed during that month.

17.2 The Customer is required to maintain sufficient funds with MSL UK LTD to cover the Charges as outlined in Schedule 3. The Customer should also top up any shortfall requested by MSL UK LTD. The Customer will pay each undisputed invoice using the credit balance held by MSL UK LTD, and the Charges will be debited from those funds.

17.3 Insufficient Funds: If the credit balance held by MSL UK LTD is insufficient to cover the Charges, the Customer must pay the remaining balance within 14 days of receiving an invoice. Payment should be made to a bank account nominated by MSL UK LTD in writing.

17.4 Lien on Goods: MSL UK LTD has a general and particular lien on the Goods in its possession as security for payment of all sums claimed from the Customer. Charges will continue to accrue on Goods detained under lien. If an invoice remains unpaid after its due date, MSL UK LTD may give written notice to the Customer of its intention

to sell or dispose of the Goods within 14 days if the outstanding amount is not paid in full. If the payment is not received within this period, MSL UK LTD may sell or dispose of the Goods as agent of the Customer, at the Customer's expense and risk. The proceeds of the sale or disposal, after deducting all amounts due to MSL UK LTD and the expenses incurred, will be remitted to the Customer. MSL UK LTD will not be liable for the price obtained for the sale or disposal of the Goods.

17.5 Perishable Goods: If the Goods are perishable or liable to deteriorate, MSL UK LTD's right to sell or dispose of them arises immediately upon any sum becoming due and unpaid. However, MSL UK LTD will take reasonable steps to notify the Customer of its intention before proceeding with the sale or disposal.

17.6 Disputed Charges: If the Customer receives an invoice that includes a disputed sum, the Customer should notify MSL UK LTD in writing within 7 days. Failure to pay the disputed Charges will not be considered a breach of the agreement. The Customer must pay the undisputed balance of the invoice by the due date. Upon resolution of the dispute, if the Customer is required to pay an amount, MSL UK LTD may charge interest from the original due date. If MSL UK LTD is obliged to refund an amount to the Customer, interest will be added to the refund as per clause 17.7. Balancing payments and credit notes should be made within 7 days of resolving the dispute.

17.7 Interest on Overdue Payments: If a party fails to make a payment by the due date, the defaulting party will be responsible for paying interest on the overdue sum. The interest will accrue daily at a rate of 4% per year above the Bank of England's base rate, except during periods when the base rate is below 0%.

17.8 Suspension of Services: MSL UK LTD may suspend all or part of the Services until payment has been made in full or the credit balance has been topped up.

17.9 Set-Off: Either party has the right to set off any liability owed by the other party against any liability owed to it, regardless of whether the liabilities arise from this agreement or otherwise. If the liabilities are expressed in different currencies, the party setting off may convert either liability at the prevailing market rate of exchange. This clause does not limit or affect any other rights or remedies available to either party under the agreement.

18. RISK AND DAMAGE TO THE GOODS

18.1 Risk Transfer: The risk in the Goods will transfer to MSL UK LTD upon their completed delivery to their Facility. The Goods will remain at MSL UK LTD's risk until they are delivered into the possession of the Customer, the Client, or the Customer's designated carrier, agent, or logistics supplier. The transfer of risk should be evidenced by written or electronic receipt.

18.2 MSL UK LTD's Liability: MSL UK LTD will not be held liable for two types of losses:

(a) Unaccountable Losses: MSL UK LTD will be responsible for losses of Goods that cannot be accounted for while in its custody or under its control.

(b) Ascertainable Losses: MSL UK LTD will be liable for the destruction, damage, or loss of Goods resulting from its negligence, willful acts, omissions, default, including theft, misappropriation, or damage caused by MSL UK LTD, its employees, agents, or representatives while the Goods are in its custody or under its control.

18.3 Compensation on Trade price of Products: The compensation should be based on the trade price of the product. This means that the customer will be reimbursed for the value of their goods at the price they paid for those goods in a trade transaction, not the retail price.

18.4 Calculation of Compensation on Trade price of Products: The compensation is calculated using the unit price of the affected Goods. This implies that the unit price of the specific products that were lost or damaged will be used to determine the compensation amount.

19. TERMINATION

19.1 Termination by Either Party: Either party has the right to terminate this agreement by giving written notice to the other party under the following circumstances:

(a) Material Breach: If the other party is in material breach of the agreement, which is either irremediable or, if remediable, fails to remedy the breach within 30 days after receiving written notice to do so.

(b) Repeated Breach: If the other party repeatedly breaches the terms of the agreement in a manner that reasonably indicates its intention or ability to comply with the agreement.

(c) Insolvency Event: If the other party experiences an Insolvency Event, such as passing a resolution for winding up, being dissolved, appointing an administrator, receiver, or encumbrancer, or being unable to pay its debts.

(d) Financial Position Jeopardy: If the other party's financial position deteriorates to an extent that reasonably suggests its ability to fulfill the agreement is in jeopardy.

19.2 Termination by the Customer: If the customer wishes to terminate the contract before its agreed-upon end date, they are obligated to pay two specific costs:

(a) Remaining Agreed Rental Cost: The customer must pay the remaining agreed rental cost. This implies that the customer is responsible for paying any rental fees that would have been due for the duration of the contract had it not been terminated early.

(b) Management Cost: In addition to the remaining rental cost, the customer must also pay a management cost.

19.3 Exception for Non-Provided Service: The clause includes an exception stating that the customer will not be charged for the remaining contract cost if MSL UK LTD is not providing the agreed service. This means that if MSL fails to fulfil its obligations or provide the services as stipulated in the contract, the customer will not be responsible for paying the remaining rental cost or management cost.

19.4 Termination for Non-payment: MSL UK LTD can terminate the agreement with immediate effect by issuing a Termination Notice if the Customer fails to pay any undisputed invoice amount by the due date and remains in default for more than 7 days after receiving written notice to make the payment.

19.5 Material Breach: A material breach refers to a serious breach that has a significant impact on the benefit that the terminating party would derive from a substantial portion of the agreement or any of the obligations mentioned in the clauses throughout the Term.

19.6 Determining Material Breach: In assessing whether a breach is material, accidental, incidental, or misunderstandings will not be taken into account. The terminating party can rely on a single material breach or a series of breaches that, when combined, constitute a material breach.

19.7 Insolvency Event: An Insolvency Event for either party includes various situations, such as winding up, appointment of an administrator, receiver, or encumbrancer, applying for a moratorium, inability to pay debts, or entering into arrangements with creditors to satisfy debts.

20. CONSEQUENCES OF TERMINATION AND SURVIVAL

20.1 Upon the Termination Date of the agreement, MSL UK LTD has the following obligations:

(a) Complete Outstanding Delivery Instructions: MSL UK LTD must fulfill any pending Delivery Instructions that have not been carried out.

(b) Return of Goods: MSL UK LTD must promptly return all Goods currently in its possession or under its control to the Customer or an Authorized Service Recipient as directed by the Customer. The cost of returning the Goods will be borne by the Customer.

20.2 On the Termination Date:

(a) Goods Removal: The Customer or its representative must remove, or arrange for the removal of, any Goods still in storage at the Facility. Once the Goods are removed, the Customer's right to access the Facility, as stated in clause 10 of the agreement, will terminate.

(b) Payment of Outstanding Amounts: The Customer must immediately settle any outstanding unpaid invoices, including any accrued interest. Additionally, if there are any Services provided for which no invoice has been submitted, MSL UK LTD may submit an invoice, and the Customer must pay it immediately upon receipt.

20.3 Failure to Remove Goods: If the Customer fails to remove any Goods as required by clause 20.2, MSL UK LTD has the right to give written notice to the Customer. The notice will indicate MSL UK LTD's intention to sell or otherwise dispose of the Goods if they are not removed within 14 days (or 7 days for perishable goods) from the date of the notice. After the expiration of this period, MSL UK LTD can sell or dispose of the Goods on behalf of the Customer, at the Customer's expense and risk. MSL UK LTD will deduct any amounts due from the Customer and the expenses incurred for the sale or disposal, remitting the proceeds to the Customer. MSL UK LTD is not responsible for the price obtained for the sale or disposal of the Goods.

20.4 Confidential Information: On the Termination Date, both parties must return all confidential information belonging to the other party. They should also erase the other party's confidential information from their computer systems to the extent possible. Furthermore, they must provide a certification stating that they do not retain any of the other party's confidential information.

20.5 Survival of Certain Provisions: Any provision in the agreement that is intended to come into effect or continue after termination will remain in full force and effect.

20.6 Effect of Termination: The termination or expiry of the agreement will not affect any rights, remedies, obligations, or liabilities that have accrued up to the date of termination or expiry. This includes the right to claim damages for any breaches of the agreement that occurred prior to the Termination Date.

21. CONFIDENTIALITY

21.1 Confidentiality obligations apply to both parties, stating that neither party shall disclose any confidential information, which pertains to the business or affairs of the other party or any of its group companies, at any time during the agreement and for a period of two years after its termination or expiry. This obligation remains in effect unless otherwise stated.

21.2 Permissible Disclosure of Confidential Information:

(a) Disclosure to Authorized Parties: Each party is allowed to disclose the other party's Confidential Information to specific individuals, such as employees, officers, representatives, contractors, subcontractors, or advisers, who require access to such information in order to exercise their rights or fulfill their obligations under the agreement. However, the disclosing party has the responsibility to ensure that the recipients of the Confidential Information comply with the confidentiality obligations stated in this clause.

(b) Legal and Regulatory Requirements: Disclosure of Confidential Information may be made if it is required by law, a court of competent jurisdiction, or any governmental or regulatory authority. In such cases, a party may be compelled to disclose the Confidential Information in accordance with applicable legal or regulatory obligations. Both parties are prohibited from using the other party's Confidential Information for any purpose other than to exercise

their rights and fulfill their obligations under the agreement. The Confidential Information should not be utilized for personal gain or disclosed to any unauthorized individuals or entities, except as explicitly permitted in this clause.

22. FORCE MAJEURE

22.1 Definition of Force Majeure Event: A Force Majeure Event refers to any circumstance beyond the reasonable control of a party, including but not limited to:

(a) Natural disasters such as acts of God, floods, droughts, earthquakes, or other catastrophic events.

(b) Epidemics or pandemics.

(c) Political or geopolitical events such as terrorist attacks, civil war, civil commotion, riots, wars, sanctions, embargoes, or severed diplomatic relations.

(d) Hazards related to nuclear, chemical, biological substances, or sonic booms.

(e) Governmental actions, including the enactment of laws, export or import restrictions, quotas, prohibitions, or the failure to grant necessary licenses or consents.

(f) Structural collapses, fires, explosions, accidents, or other similar incidents.

(g) Labor or trade disputes, strikes, industrial actions, or lockouts, excluding those initiated by the party seeking to rely on this clause or companies within the same group.

(h) Non-performance of subcontractors, excluding companies within the same group as the party seeking to rely on this clause.

(i) Interruptions or failures in utility services or power supply.

22.2 Impact on the Affected Party: If a party (referred to as the "Affected Party") is unable to perform its obligations under the agreement due to a Force Majeure Event, the Affected Party will not be considered in breach of the agreement or held liable for the failure or delay in fulfilling those obligations. The time for performing the affected obligations will be extended accordingly.

22.3 Corresponding Obligations of the Other Party: The obligations of the other party, which are directly affected by the Force Majeure Event, will also be suspended, and the time for performing those obligations will be extended to the same extent as the Affected Party.

23. ENTIRE AGREEMENT

23.1 Entire Agreement: The agreement constitutes the entire understanding and agreement between the parties involved. It supersedes and replaces all prior agreements, promises, assurances, warranties, representations, and understandings, whether they were written or oral, relating to the subject matter of the agreement.

23.2 Limitation of Remedies: Both parties agree that they have no remedies available to them concerning any statement, representation, assurance, or warranty, whether it was made innocently or negligently, that is not explicitly included in the agreement. This means that any statements or representations made outside of the agreement will not be grounds for legal remedies. Additionally, both parties agree that they have no claims for innocent or negligent misrepresentation or negligent misstatement based on any statements or representations made within the agreement.

24. VARIATION

24.1 Any variation or modification to the agreement will not be effective unless it is in writing and signed by the parties involved or their authorized representatives.

25. ASSIGNMENT AND OTHER DEALINGS

25.1 Neither party shall assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any of its rights and obligations under this agreement.

26. SEVERANCE

26.1 If any provision or part-provision of this agreement is or becomes invalid, illegal, or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this agreement.

26.2 If any provision or part-provision of this agreement is deemed deleted, the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.

27. LIABILITY OF CARRIERS

27.1 MSL will not be held responsible for any damage, loss, or misplacement of items during transit. The responsibility for the safe transit of goods lies with the carriers and is subject to their terms and conditions.

28. LIABILITY OF ERRORS

28.1 MSL will strive to provide a 99% accuracy rate in fulfilment services. However, a 1% error rate may be expected due to human errors on a yearly percentage basis. MSL will make reasonable efforts to rectify any errors promptly.

29. INSURANCE

29.1 It is the Customer's responsibility to ensure that their goods are adequately insured during transit and storage. In the event the Customer does not insure their goods, MSL reserves the right to insure the goods on the Customer's behalf and charge the Administration fee which will be 15% on top of the insurance premium.

30. CUSTOMER VISITING

30.1 If the Customer wishes to visit MSL's warehouse, they must schedule an appointment in advance. It is the Customer's responsibility to wear a vest and safety shoes while visiting the MSL warehouse. MSL reserves the right to refuse access to the warehouse for those not adhering to safety regulations.

31. GOODS BOOKING

31.1 Customers must coordinate with MSL's operations team and book their goods before bringing them to our warehouse. Failure to book goods in advance may result in MSL refusing to accept the goods, and MSL will not be held responsible for any transportation issues or costs incurred by the customer.

32. NOTICES

32.1. All notices or other communications intended for a party in relation to this agreement shall be in written form and adhere to the following requirements:

(a) Hand-delivered or sent via prepaid first-class post or a comparable next working day delivery service to the registered office (in the case of a company) or the principal place of business;

(b) Sent electronically to the designated email address.

32.2. Any notice or communication shall be deemed as received:

(a) If delivered by hand, at the moment the notice is left at the correct address;

(b) If sent by prepaid first-class post or a comparable next working day delivery service, at 9:00 am on the second business day following the posting;

(c) If sent by email, at the time of transmission. However, if the transmission occurs outside of business hours at the recipient's location, the notice shall be deemed received when business hours resume. For the purpose of this clause, "business hours" refers to the period from 9:00 am to 5:00 pm, and "business days" refers to Monday through Friday, excluding public holidays at the recipient's location.

32.3. This clause is not applicable to the service of legal proceedings, other legal documents, or any arbitration or alternative dispute resolution methods, where applicable.

32.4. Any notice given in accordance with this agreement shall be considered valid if sent by email. **Important terms:** MSL recommend that the goods should be insured at the expense of the customer, however MSL are happy to ensure the products on the customer's behalf and for the premiums to be paid for by the customer.

SCHEDULES

SCHEDULE 1 - DESCRIPTION OF THE GOODS

The goods as described are consumer products of a non-perishable nature that are for consumption by the end user. The goods falling within the following categories:

Food

Drinks

Consumer products (including Fashion)

Flowers or infinity roses

Gifts; balloons, jewellery, fragrances, prayer mats, toys, tech & games

Beauty & Wellness: Skincare, nails, eyes, hair, bath & shower, make up brushes.

MSL UK LTD shall receive the request for the required quantity and categories of products to be delivered to the Facility (**Ordered Goods**) on the delivery date as agreed by the parties (**Delivery Date**).

Products should be packaged in boxes or on pallets and shall be delivered in a good state. Any issues with the receiving of these products should be reported to the Customer within 7 days of delivery including images of the state of the products that have been delivered and an explanation as to the issues with delivery as necessary.

MSL UK LTD shall immediately notify the Customer in the event that the Ordered Goods are not delivered on the Delivery Date (**Failed Delivery**). The Customer shall investigate such Failed Delivery and if it is found by the Customer that the Ordered Goods have not been delivered as notified or there is a shortfall, the Customer shall use reasonable endeavors to arrange for the delivery of the Ordered Goods as soon as reasonably practicable or refund any amounts paid by MSL UK LTD in respect of the Ordered Goods.

If the Customer alleges that any of the Ordered Goods delivered are defective, the following procedure shall apply: MSL UK LTD shall, with its notification, supply to The Customer a description and photographs of the defects claimed (**Defect Details**). The Customer shall review the Defect Details and notify MSL UK LTD, whether it agrees that the Ordered Goods are defective, or whether it requires further information in order to make its determination, including without limitation a request that the Ordered Goods be returned to the Customer (at the Customer's cost) for further inspection.

SCHEDULE 2 - SERVICES SPECIFICATION

Plug In

There is an integration fee for onboarding to Warehouse Management System and integration of one shopping cart. Plug in is powered by Mintsoft and one of our team will be able to organise the variable delivery options and time slots with your team to ensure that plug in is working correctly as part of the integration process. Customer can choose any or all these options: Shipping (nationwide/globally), Local Delivery (Manchester & London) or store pick up (customers can collect from retail store where available). There is a monthly management fee which includes running of the app, reporting and account management.

Order Processing

MSL UK LTD will receive notification directly from your e-commerce store as soon as orders are placed. We manage your orders on demand. Orders will be processed, payments captured (where necessary), orders fulfilled physically and marked as fulfilled digitally. Products will be picked, packed and ready for delivery, or shipping, and scheduled for delivery at the customer's required time slot.

Store Pick Up

Customers who require store pick up do not need to pay for pick costs or packaging costs as this will come at the Customer's expense. Store pick up will only incur a charge for delivery / shipping. Customers can use MSL UK LTD packaging at request and bags will be charged at market rate based on packaging costs at the time and based on order quantities.

Shipping

Sized to fit product, recyclable cardboard boxes that are labelled and branded with MSL UK LTD branding or sponsored branding by our partners. Shipping is carried out by our subcontractors. MSL UK LTD will prepare all orders in line with Customers' guidelines and will be prepared ready for daily collection by the following subcontractors:

- Royal Mail
- Amazon
- DPD
- Hermes / EVRI
- DHL

Customers have the choice to provide different shipping options to customers however MSL UK LTD recommend nationwide deliveries are shipped next day delivery tracked and signed. MSL UK LTD will always endeavour to find solutions to your logistics needs and our ability to be flexible is a core value. There are times where we will need to charge for these services; typical examples include

(a) unscheduled work, deliveries received at MSL UK LTD without prior warning or packing list, short notice requests and after-hours work. Dispatches arranged by MSL UK LTD on your behalf can incur surcharges when the courier companies provide you extra services. Typical examples include:

(a) redelivery attempts, return to sender, address corrections, late cancellation, congestion charges, waiting time and temporary storage. Facility Building 2-3 Mosely Street, Trafford Park, Manchester M17 1NB or such other locations as agreed by the parties.

SCHEDULE 3 – STORAGE AND MANAGEMENT CHARGES

SET UP + MANAGEMENT

Integration, Onboarding + SKU Management	£150.00 per platform
Monthly management fee	£100.00

(If we are not holding any inventory, there will be no management fees for that month)

STORAGE CHARGES

STANDARD SPACE:

Monthly Storage Fee Per Pallet	£1.75
Monthly Storage Fee Per Box	£0.35

OPERATIONAL CHARGES

De-stuffing Shipping Container	£225.00 for a 20ft/ £325.00 for a 40ft.
Goods In admin fee per delivery received	£5.00
Labour Cost per pallet brought into the warehouse	£1.75
Labour Cost per carton/box brought into the warehouse	£0.50
Returns (opened, checked and returned to stock or disposed)	£22.00 per hour

E-COMMERCE ORDERS CHARGES

Initial Pick Rate per order	£1.35
Additional Pick Rate per order	£0.50
Pack Per Consignment/Packaging	£1.50
Carton picking over 25 kgs	£0.60
Carton handling in / Receiving	£0.50
Packaging /Re-boxing	£0.40
Labelling	£0.35
ADR Labelling Supply	£7.50
Barcode	£0.10
Paperwork	£1.00
Quality Checks (if required)	£22.00
Stock take/check (if required)	£22.00
Pallet Supply 120x80cm	£7.00
Pallet Supply 120x100cm	£7.00
Top Sheet	£0.40
Shrink Wrap	£1.50
Returns & Inspection	£2.00
Palletisation & Packaging	£1.00
Packaging Material	Cost plus 10%

WASTE CHARGES

Wooden pallets and wrap waste disposal charged at - £7.00 per pallet and £1.00 per box

SHIPPING CHARGES

Current cheapest pricing* (PRICES SUBJECT TO VARRIATION)

EVRI - Based on **50 parcels** per collection

EVRI Next Day 0-1kg - **£3.69 per parcel**

EVRI Next Day 1-2kg - **£3.89 per parcel**

EVRI Next Day 2-15kg - **£4.10 per parcel**

EVRI Standard 0-1kg - **£3.14 per parcel**

EVRI Standard 1-2kg - **£3.29 per parcel**

EVRI Standard 2-15kg - **£3.69 per parcel**

STANDARD PARCEL/PALLET REQUIREMENTS

- 1.2m maximum height
- Full tracking - Insurance included of up to **£20.00**
- Proof of Delivery (photo of delivered parcel)

- Text and Email notification including time frame notification
- Three delivery attempts
- Inclusive of fuel and carriage surcharge
- Pallet delivery tariffs available on request.
- Returns handling **£2.00** per order where necessary
- European and worldwide dispatch available on request

PALLET REQUIREMENTS

Services are priced on request based on a customer's needs

CREDIT REQUIREMENTS

- **Credit Check for UK Customers:** Any customer opening an account in the UK will be subject to a credit check performed by credit rating agencies. If the customer meets MSL's internal credit requirements based on the results of this credit check, they will be allowed to pay for their Storage and Services within one month but no later than seven days from the date the invoice is issued.
- **Payment Frequency for Customers Who Don't Meet Credit Criteria:** If the customer's credit criteria do not match MSL's internal requirements, MSL reserves the right to request that the customer pays on a weekly basis. This implies that instead of the usual monthly payment schedule, the customer would need to make weekly payments for their Storage and Services.
- **Deposit Requirement for International Customers:** International customers are required to pay a deposit to open an account with MSL. The deposit amount is specified as a minimum of £500 and may be as high as £1000.

Additionally, international customers are expected to make monthly payments for their Services.

LOCAL DELIVERY

Currently available in Manchester and London for deliveries in any 30-minute time-slot 24/7 and can be provided on request.

INTERNATIONAL DELIVERY

Subject to bespoke pricing to be agreed by the parties.

Payments + Account

Please see below the bank account details for MSL UK LTD at HSBC Bank

- ✓ **Account MSL UK LTD UK LIMITED**
- ✓ **Account Number: 02036193**
- ✓ **Sort Code 40-35-26**

Customer Account Credit Advance Billing Process:

- The Customer will be required to hold in escrow with MSL UK LTD a minimum credit of £500 in order to ensure that all orders can be fulfilled. Should the Customer's credit go below this amount, the Customer will be informed

and should the credit not be topped up, orders will cease to be delivered until the account is brought back into credit.

- Additional charges: Refrigeration or any bespoke storage, if required, will be paid for and supplied by the Customer unless agreed otherwise.

SCHEDULE 4 – INSURANCES

The Customer shall ensure and maintain an adequate insurance policy to cover the cost of products whilst under MSL. Once your products are confirmed to be stored, MSL UK LTD shall support the Customer with the information needed to maintain adequate insurance. The responsibility of insuring products falls on the customer, unless otherwise negotiated with MSL.

SCHEDULE 5 - MINIMUM VOLUMES

Minimum of 1 pallet per Month

SCHEDULE 6 - PROCESSING, PERSONAL DATA AND DATA SUBJECTS

Data will be accessed and used for the purposes of fulfilling orders and for reporting and analytics. Data will be deleted upon termination of this agreement

SCHEDULE 7 - MANDATORY POLICIES

- **Modern Slavery and Human Trafficking Policy.**
- **Corporate and Social Responsibility Policy.**
- **Ethics and Anti-Bribery Policy.**
- **Expenses Policy.**
- **Health and Safety Policy.**
- **Security Policy.**

• CONTAINER HANDLING & CANCELLATION CHARGES:

- (1) Container Cancellation or Goods Inbound Cancellation:** This refers to the cancellation of services related to the transportation or receipt of goods. It could include services such as unloading containers or palletised goods.
- (2) Notice Requirement:** Customers are required to provide a 48-hour notice if they intend to cancel their container or goods inbound services. This means they must inform your company at least 48 hours in advance of the scheduled service.
- (3) Penalty for Late Cancellation:** If a customer cancels their container or goods inbound services within the 48-hour window (i.e., less than 48 hours before the scheduled service), they will incur a penalty.
- (4) Penalty Amount:** The penalty for late cancellation is 50% of the price originally quoted for the container unloading or the palletised goods inbound service. In other words, they will be charged half of the agreed-upon price for the service they canceled.
- (5) Container No-Show:** This refers to a situation where a customer has booked a slot for a container but fails to show up or utilise the booked slot as scheduled.
- (6) Application of the 50% Charges:** Like your cancellation policy, if a customer does not show up for their booked container or palletised slot, they will incur a penalty. In this case, the penalty is 50% of the originally quoted price for the container service.

- **COMPLAINT PROCEDURES:**

Any complaint arising or any damages/shortages must be put in writing within 7 days of the event. MSL UK Ltd will investigate the matter to the best of our unbiased ability. We aim to respond to compliance within 48 hours.

- **DISCLOSURE:**

The Customer reserves the right to terminate the contract finding any misconduct by MSL UK LTD. Likewise, we reserve the right to terminate the contract arising from any misconduct or non-compliance including payment issues

I have read, understand and agree to abide by the terms and conditions above.

Signed for and on behalf of Customer by:

UKWA



Greater Manchester
Chamber of Commerce
Connect. Communicate. Create.

LOGISTICS UK



University of
Salford
MANCHESTER

ico.

Company Registration Number: 08864539

Building 2-3, Mosley Road, Trafford Park, M17 1NB

VAT. Registration Number: 181615902